

**UNIVERSITY OF CALIFORNIA
LAWRENCE LIVERMORE NATIONAL LABORATORY**

SITE SERVICES REQUIREMENTS

Except as otherwise stated herein, the following clauses shall apply to any work and other activities performed by the Subcontractor or its lower-tier subcontractors under this Subcontract at any U.S. Government location managed or operated by the University, including the Lawrence Livermore National Laboratory ("LLNL") and its Site 300, or at any other location except Subcontractor or lower-tier subcontractor facilities. As used herein, the term "Subcontractor" shall also mean "Seller" and the term "Subcontract" shall also mean "Purchase Order".

A. Liens

1. The Subcontractor agrees that, at any time upon the request of the University, it will submit a sworn statement setting forth the services performed or goods furnished by its lower-tier subcontractors and suppliers, and the amount due and to become due to each, and that before the final payment called for hereunder, it will, if requested, submit to the University a complete set of vouchers showing what payments have been made for goods and labor used in connection with the work called for hereunder.
2. The Subcontractor shall promptly notify the University, in writing, of any such claims, demands, causes of action, or suits brought to its attention. The Subcontractor shall forward with such notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, or suits and, at the request of the University, shall do all things and execute and deliver all appropriate documents and assignments in favor of the University or the U.S. Government of all Subcontractors' rights and claims growing out of such asserted claims as will enable the University and the U.S. Government to protect their respective interests by litigation or otherwise.
3. The final payment shall not be made until the Subcontractor, if required, shall deliver to the University a complete release of all liens arising out of this Subcontract, or receipts in full in lieu thereof, as the University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and goods for which a lien could be filed; but Subcontractor may, if any lower-tier subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the University to indemnify it against any claim by lien or other means. If any lien or claim remains unsatisfied after all payments are made, the Subcontractor shall refund to the University all money that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

B. Clean Up

The Subcontractor shall at all times keep the premises and adjoining premises where the work is performed free from accumulations of waste material or rubbish caused by its employees or work of any of its lower-tier subcontractors; and at the completion of the work, the Subcontractor shall remove all rubbish from and about the building and all of its and its lower-tier subcontractor's tools, scaffolding, and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified. In cases of a dispute between the Subcontractor and

its lower-tier subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of rubbish, or, in case the same is not promptly removed as herein required, the University may remove the rubbish and charge the cost to the Subcontractor.

C. Employees

The Subcontractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to the person and shall devote only its best qualified personnel to work under this Subcontract. Should the University deem anyone employed on the work incompetent or unfit for duty and so inform the Subcontractor, the Subcontractor shall remove such person from work under this Subcontract and that person shall not be reassigned to work under this Subcontract without written permission of the University.

D. Indemnification

The Subcontractor shall defend, indemnify and hold harmless the University and the U.S. Government, their officers, employees and agents from and against all losses and expenses (including costs of attorney's fees), damages and liabilities of any kind resulting from or arising out of this Subcontract and/or the Subcontractor's performance hereunder (including but not limited to injury or death of any person or damage or loss of any property), provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of the Subcontractor, its officers, employees, agents, lower-tier subcontractors, or anyone directly or indirectly employed by them, or any person or persons under the Subcontractor's direction and control.

E. Insurance

1. Types of Coverage

The Subcontractor shall at its expense obtain, keep in force, and maintain insurance to cover its performance under this Subcontract of the types and in the amounts set forth below. Such insurance shall be maintained in full force and effect during the performance of work required by this Subcontract.

a) <u>Commercial General Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$ 1,000,000
• Products/Completed Operations Aggregate	\$ 1,000,000
• Personal and Advertising Injury	\$ 1,000,000
• General Aggregate	\$ 1,000,000
b) <u>Business Automobile Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$ 1,000,000

The automobile liability insurance shall cover liability to third parties related to the Subcontractor's use of owned, scheduled, non-owned, or hired vehicles, including the Subcontractor's use of any University-furnished U.S. Government owned vehicles. The automobile liability insurance shall cover liability to the University, as a third-party, for any loss or destruction of, or damage to, University-furnished U.S. Government owned vehicles only if the Subcontractor's use involves hazardous activities or materials or the vehicle is assigned for exclusive, full-time use.

c) Workers' Compensation, as required under California State Law.

2. Certificates of Insurance and Other Conditions

The general liability insurance policy shall name The Regents of the University of California and the U.S. Government as "**additional insureds**." As "additional insureds" the University and U.S. Government shall be protected against liability arising out of Subcontractor's work for the University by or for Subcontractor. All such insurance coverage shall be primary and shall not participate with or be in excess over any other valid, collectible insurance or program of self-insurance of the University or U.S. Government, but shall only apply to losses, expenses, damages and liabilities arising out of or resulting from the Subcontract activities. All such insurance shall provide for 30 days advanced written notice to the University of any modification, change, or cancellation of any of the insurance coverage.

Prior to commencement of any work at a University controlled or U.S. Government owned or leased premises, the Subcontractor shall provide the University Procurement Representative with certificates of insurance for all the types of required insurance, issued by properly authorized representatives. The certificate(s) of insurance shall specifically confirm the additional insured and 30-day notice obligations.

The required insurance shall be obtained from insurance companies satisfactory to the University. The form and substance of all policies for such insurance issued shall be subject to University approval.

The insurance shall not be written on a claims made form without the written approval of the University Procurement Representative.

The stipulation of required coverage and limits of insurance shall not in any way limit the liability of the Subcontractor.

3. Lower-Tier Subcontractor Insurance

Before permitting any lower-tier subcontractor, other than a seller or vendor of standard commercial items and supplies, to perform any work under this Subcontract, the Subcontractor shall require the lower-tier subcontractor to furnish to the Subcontractor satisfactory evidence that the lower-tier subcontractor has obtained and maintains insurance consistent with the above specified types and amounts for all work that the lower-tier subcontractor will perform under this Subcontract.

F. Environment, Safety, and Health

1. In performing work under this Subcontract, the Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution process.
2. The Subcontractor shall comply with, and assist the University in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in this Subcontract. The Subcontractor shall cooperate with the University, Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.

3. The Subcontractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the Subcontractor fails to provide resolution or if, at any time, the Subcontractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the University may issue an order stopping work in whole or in part. Any stop work order issued by the University under this clause shall be without prejudice to any other legal or contractual rights of the University or U.S. Government. In the event that the University issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the University. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
4. The Subcontractor is responsible for its employees' compliance with the ES&H requirements applicable to this Subcontract, as well as any of its lower-tier subcontractors performing under this Subcontract.
5. The Subcontractor shall immediately report to the University any occupational injury, illness, or release of hazardous material into the environment, associated with performance under this Subcontract. In addition, the Subcontractor shall cooperate with the University and provide a written report of the incident (e.g. a First Report of Injury.)
6. The Subcontractor shall allow the University access to all Subcontractor's injury or illness prevention plans established, or which are required by law to be established.

G. Security – On-Site Personnel

1. The Subcontractor, lower-tier subcontractors, and their personnel must comply with all applicable U.S. Government and University site access and security requirements.
2. All Subcontractor and lower-tier subcontractor personnel visiting the site or performing on-site work must possess a Security Access Authorization Badge appropriate for the work area.
3. To be allowed unescorted access to any "Limited", "Exclusion", or "Protected" security areas, or access to any classified information, (1) the Subcontractor and lower-tier subcontractors, as applicable, must possess a DOE foreign ownership, control, and influence (FOCI) certification, and (2) their personnel must possess a Security Access Authorization Badge appropriate for the access level.

H. Vehicle Operation

Subcontractor personnel operating any vehicle on University-controlled sites are required to possess a valid driver's license issued by the State of California or other state, if appropriate. In addition, all vehicles shall be operated in a safe manner, in accordance with the California Motor Vehicle Code, and in compliance with the posted traffic regulations of the University, including parking restrictions. Failure to comply with these requirements may result in the University revoking the on-site driving privileges of the offending Subcontractor personnel.

I. Site 300 Valley Fever Health Hazard

(Applicable if any work or activities are at LLNL Site 300)

1. Representations. The Subcontractor represents that it is aware that the Lawrence Livermore National Laboratory Site 300 area is located in San Joaquin County which has dirt and dust which contain spores that cause Coccidioidomycosis (sometimes called

"Valley Fever"), a disease that is endemic throughout the County, including Site 300. The Subcontractor further represents that appropriate precautionary measures will be taken by the Subcontractor, including its lower-tier subcontractors, to protect the health of employees, other workers, including University of California employees, or other individuals or personnel who may be involved with the Subcontractor's work or services at Site 300 under this Subcontract. (Information on the disease and certain precautionary measures is available from the American Lung Association.)

2. Indemnification. The Subcontractor agrees to indemnify and hold harmless the University and the U.S. Government from any or all claims and expenses, including reasonable legal fees, arising from personal injury, including death, which may be asserted against the University or the U.S. Government by the employees of the Subcontractor or its lower-tier subcontractors or other individuals exposed or alleged to have been exposed to the spores that cause Coccidioidomycosis as a result of Subcontract activities, provided the Subcontractor is given written notice of any involved claim instituted against the University or the U.S. Government.
3. Insurance. The Subcontractor agrees to maintain such general liability, employer's liability, and worker's compensation insurance as will protect the University and the U.S. Government from the risks enumerated above and from any and all claims under any Worker's Compensation Acts, Occupational Disease Acts, and similar state and/or federal statutes enacted for the benefit of employees. Each such policy must contain a provision waiving any right of subrogation against the University and the U.S. Government which may arise by reason of any payment under the policy.

(END OF CLAUSES)